

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 38	
2. Contract No.		3. Solicitation No. DAAA09-03-R-0015		4. Type of Solicitation Negotiated (RFP)		5. Date Issued 2003MAR28	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ JMC AMSJM-CCA-M ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52PLJ	8. Address Offer To (If Other Than Item 7)			

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2003MAY02 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name MARY HILL E-mail address: HILLM@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-6654
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	21
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	26
X	D	Packaging and Marking	9	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	10	X	K	Representations, Certifications, and Other Statements of Offerors	27
X	F	Deliveries or Performance	16				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	32
X	H	Special Contract Requirements	17	X	M	Evaluation Factors for Award	37

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)		
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature		18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		Item
24. Administered By (If other than Item 7)			25. Payment Will Be Made By		
SCD PAS ADP PT					
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 2 of 38
---------------------------	--	----------------------------

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996
***		(End of clause)	

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMC MC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Waterlviet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
***		(End of clause)	

(AS7000)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 3 of 38
Name of Offeror or Contractor:		

A-5 52.252-4500 FULL TEXT CLAUSES SEP/1997
OSC

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).
2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aaais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

EXECUTIVE SUMMARY

1. THIS REQUEST FOR PROPOSAL, DAAA09-03-R-0015, IS AN 100% SMALL BUSINESS SETASIDE SOLICITATION FOR 19,156 EACH MXU-735A/B SOLID NOSE PLUG, NSN: 1325-01-214-4314, P/N: 923AS148. OFFERORS ARE FURTHER ADVISED TO CAREFULLY REVIEW THE TECHNICAL DATA PACKAGE (TDP) PRIOR TO SUBMITTAL OF A RESPONSE.
2. THIS TECHNICAL DATA PACK (TDP) IS CLASSIFIED AS "DISTRIBUTION D", LIMITED DISTRIBUTION, IN ACCORDANCE WITH DODD 5230-24. TO OBTAIN TDP/CD ROM FOR THIS SOLICITATION, REQUESTER MUST FURNISH THE CONTRACT SPECIALIST, MARY C. HILL, AT HILLM@OSC.ARMY.MIL, A COPY OF REQUESTERS CERTIFIED REGISTRATION FORM, DD FORM 2345, MILITARILY CRITICAL TECHNICAL DATA AGREEMENT. BLANK REGISTRATION FORMS CAN BE FOUND AT [HTTP://WWW.DLIS.DLA.MIL/JCP](http://WWW.DLIS.DLA.MIL/JCP), THEN UNDER FAQ'S. IT IS THE REQUESTER'S RESPONSIBILITY TO ENSURE THAT THE ENTITY/INDIVIDUAL REQUESTING THE TDP IS PROPERLY REGISTERED. ONLY, REPEAT, ONLY THOSE REQUESTERS COMPLYING WILL BE ELIGIBLE TO RECEIVE THE TDP.
3. OFFERS ARE TO BE PREPARED AND SUBMITTED WITH FIRST ARTICLE, FOB DESTINATION, WITH A 100% EVALUATED OPTION BASIS. THIS SOLICITATION WILL BECOME A FIRM FIXED PRICE CONTRACT. OFFERORS SHOULD SUBMIT THEIR PRICE ON THE TOP LINE IN SCHEDULE B, CLIN 001, AND DISREGARD THE SECOND PRICING LINE.
4. OFFERORS ARE ADVISED THAT A BEST VALUE APPROACH WILL BE EMPLOYED TO EVALUATE THOSE PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP. ALL OFFERORS ARE CAUTIONED TO PAY SPECIFIC ATTENTION TO SECTION L, "INSTRUCTIONS FOR PROPOSAL PREPARATION" AND SECTION M IN ITS ENTIRETY. AWARD WILL BE BASED UPON THE FOLLOWING FACTORS AND SUBFACTORS:

(A) PAST PERFORMANCE

- (1) ON-TIME DELIVERY
- (2) QUALITY AND/OR QUALITY PROGRAM PROBLEMS

(B) TECHNICAL ABILITY

- (1) CRITICAL SKILLS, PROCESSES AND PROCEDURES
- (2) QUALITY SYSTEM
- (3) TESTING AND INSPECTION

(C) PRICE

UNDER THE BEST VALUE APPROACH, THE GOVERNMENT IS NOT BOUND TO EFFECT AN AWARD TO THE LOWEST PRICED EVALUATED OFFER IN THE EVENT THAT RECENT, RELEVANT PAST PERFORMANCE AND/OR TECHNICAL ABILITY JUSTIFIES PAYMENT OF A PREMIUM - SEE SECTIONS L AND M. FOR PURPOSES OF THIS EVALUATION, EACH OFFEROR IS TO PROVIDE THE INFORMATION SPECIFIED AT THE APPLICABLE PROVISION. AWARD WILL BE MADE TO THE OFFEROR WHOSE PROPOSAL IS DETERMINED TO BE THE BEST VALUE TO THE GOVERNMENT BASED UPON THE CITED CRITERIA. OFFERORS ARE RESPONSIBLE FOR INCLUDING SUFFICIENT DETAILS TO PERMIT A COMPLETE AND ACCURATE EVALUATION OF THE PROPOSAL. THE GOVERNMENT WILL NOT MAKE ASSUMPTIONS CONCERNING AN OFFEROR'S INTENT, CAPABILITIES, FACILITIES OR

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 4 of 38
---------------------------	---	----------------------------

Name of Offeror or Contractor:

EXPERIENCE. CLEAR IDENTIFICATION IS THE SOLE RESPONSIBILITY OF THE OFFEROR. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSAL IS COMPLETE, INCLUDING ALL FILL-IN'S AND BLANKS IN THE SOLICITATION.

OFFERORS SHOULD TAKE NOTE OF THE PROVISION AT FAR 52,215-1 "INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION." THE GOVERNMENT INTENDS TO AWARD A CONTRACT RESULTING FROM THIS SOLICITION WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATIONS DESCRIBED IN FAR 15.306(A)). THEREFORE, OFFERORS INITIAL PROPOSALS SHOULD CONTAIN THE BEST TERMS FROM ALL FACTORS/SUBFACTORS STANDPOIONT. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.

5. IN ACCORDANCE WITH SOLICITATION CLAUSE, "REQUIRED CENTRAL CONTRACTOR REGISTRATION", 252.204-7004, FAILURE TO REGISTER IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD.

6. THE M548 BOXES AND MK3 PALLET ARE GOVERNMENT FURNISHED MATERIAL.

7. THIS SUMMARY IS PROVIDED FOR ADMINISTRATIVE ASSISTANCE ONLY AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION. ANY INCONSISTENCIES BETWEEN THIS SUMMARY AND OTHER SOLICIATION PROVISIONS SHALL BE RESOLVED IN FAVOR OF THE OTHER SOLICITATION PROVISION; PROVISIONS OF THE TDP AND SOLICITATION SHALL PREVAIL.

*** END OF NARRATIVE A 001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MXU-735A/B SOLID NOSE PLUG SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u> Delivery Shall Be FOB Destination</p> <p>Delivery Shall be FOB Destination</p> <p>(End of narrative B001)</p>	19156	EA	\$ _____	\$ _____																								
0001AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td colspan="4">SUPPL</td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u> <u>TP_CD</u></td></tr><tr><td>001</td><td></td><td></td><td></td><td>3</td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td colspan="3"><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>1</td><td colspan="3">0150</td></tr></table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u> <u>TP_CD</u>	001				3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>			001	1	0150					
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001				3																									
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																											
001	1	0150																											
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MXU-735A/B SOLID NOSE PLUG PRON: R12A0H19M2 PRON AMD: 01 AMS CD: 41500684045</p>																												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CUSTOMER ORDER NO: N3172A02MPA2015</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 N490652175002A W44XMF J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 4,000 0300 002 4,000 0330 003 4,000 0360 004 4,000 0390 005 3,156 0420</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR MCALESTER AAP WHOLESALE SUP ACCT MCALESTER OK 74501-5000</p>				
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 38
	PIIN/SIIN DAAA09-03-R-0015	MOD/AMD	
Name of Offeror or Contractor:			

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 8 of 38
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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.246-4535 OSC	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
C-3	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - ADL 923AS148, REV F, DATED 9 MAY 2002, AND ADL CHANGE NOTICE 923AS148F001 DATED 11 SEPT, 2002.

(CS6100)

C-4	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(End of Clause)

(CS7600)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 923AS197, revision C, dated 6 MAY 2002.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 923AS197, REV C, DATED 6 MAY 2002. BAR CODE MARKING IS REQUIRED.

EXCEPTION: NONE

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 6214082, revision A, dated 19 APRIL 2002.

MARKING SHALL BE IN ACCORDANCE WITH 6214251, REVISION -, DATED 25 SEPT 2000.

EXCEPTION TO 6214082: NOTE 6 - IN ADDITION TO CONIFEROUS WOOD, NOTE 6 ALSO APPLIES TO NON-CONFIFEROUS WOOD IS USED ON THE PALLETIZED LOAD.

(End of clause)

(DS6204)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 10 of 38
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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) THE CONTRACTOR'S QUALITY SYSTEM SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/ASQC 9002-1994 AND AS MOFIDIFED BY QAP 923AS148, REV. -, DATED 1 MAY 2002.

THIRD PARTY CERTIFICATION OR REGISTRATION OF THE CONTRACTOR'S QUALITY SYSTEM IS NOT REQUIRED.

(End of Clause)

(EF6001)

E-4	52.209-4512 OSC	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
FIRST ARTICLE TEST (CONTRACTOR TESTING)			
52.209-4512 OSC (MAY 1994)			

a. The first article shall consist of:

TEN UNPAINTED UNITS, THREE PAINTED UNITS AND ONE CONTAINER WITH PACKING MATERIAL

which shall be examined and tested in accordance it contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0015 MOD/AMD</p>	<p style="text-align: right;">Page 11 of 38</p>
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Name of Offeror or Contractor:

- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.
- d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.
- e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the addresses set forth on CDRL A010, Block 14.
- f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

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|-----|-------------|---------------------------------------|----------|
| E-5 | 52.245-4537 | ACCEPTANCE INSPECTION EQUIPMENT (AIE) | FEB/2002 |
| | OSC | | |
- ACCEPTANCE INSPECTION EQUIPMENT (NAVY/AIR FORCE)
- 52.245-4537 OSC (FEBRUARY 2002)
- a. Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSS Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.
- b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.
- c. Contractor AIE designs, specifications, and procedures for Critical, Major, Special, and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the Government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The Contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0015 MOD/AMD</p>	<p style="text-align: center;">Page 12 of 38</p>
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Name of Offeror or Contractor:

submission of inadequate or incomplete AIE documentation.

d. The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

e. Resubmission of AIE design, specification, and procedure documentation for approval on a follow-on contract is not required provided inspection characteristic parameters specified in the current technical data package and the previously approved AIE documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during the performance of this contract, use of any AIE not meeting the requirements of the approved design, specification, or procedure documentation.

g. Navy Special Interface Gage Requirements (NSIG)

1. The Navy Special Interface Gages listed under this clause will be forwarded to the Contractor for joint use by the Contract Administration Office (CAO) and the Contractor.

2. The Contractor may substitute contractor designed and built AIE for the NSIG noted as applicable in paragraph g.8. However, the designs require Government approval and the contractor AIE hardware requires Government certification. AIE designs shall be submitted in accordance with paragraph c. The contractor shall notify NSWC Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE certification, return the hardware and provide notification of acceptance or rejection to the Contractor within 45 days of receipt of the contractor AIE. The contractor shall be responsible for any delays resulting from late submission of documentation or hardware. The Contractor shall also submit the calibration periods for each contractor AIE for approval. The Government shall affix Calibration stickers to the contractor AIE for Quality Assurance Representative (QAR) identification.

3. The NSIGs are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the Contractor of meeting all drawing/specification requirements under the contract.

4. Items that fail to be accepted by the applicable NSIGS may be inspected by another means to determine acceptance or rejection, provided the alternate inspection method is acceptable to the government approval authority.

5. The Government shall not be responsible for discrepancies or delays in production items resulting through misuse, damage or excessive wear to the NSIGs.

6. Calibration and repair of the NSIGs shall only be performed as authorized by the Naval Surface Warfare Center (NSWC), Corona Division. Repair is at no cost to the Contractor unless repair is required due to damage to the gages resulting from Contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIGs shall be brought to the immediate attention of the CAO and NSWC Corona. The Contractor shall not make any adjustments, alterations or add permanent markings to NSIG hardware unless specified by the NSIG operating instructions or authorized by the Designated Technical Activity.

7. Within 45 days after final acceptance of all production items, the NSIGs shall be shipped to NSWC, Corona Division, ATTN: Receiving Officer, Bldg 575, 1999 Fourth Street, Norco, CA 92860-1915. The following specifications are applicable:

(i) Shipping, MIL-STD-2073, "DOD Standard Practice for Military Packaging"

(ii) Marking, MIL-STD-129, "Marking for Shipment and Storage".

8. The following NSIGs shall be provided and are mandatory for use except as noted by an (x) for paragraph (g.2) applicability.

SEE APPENDIX VI

(End of Clause)

(ES6032)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0015 MOD/AMD</p>	<p style="text-align: center;">Page 13 of 38</p>
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Name of Offeror or Contractor:

OSC

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor MAY request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 14 of 38
Name of Offeror or Contractor:		

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

E-7	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		
REWORK AND REPAIR OF NONCONFORMING MATERIAL			
52.246-4528	OSC	(MAY 1994)	

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Procuring Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a

Name of Offeror or Contractor:

description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-8	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 16 of 38
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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

zero percent increase

zero percent decrease

This increase or decrease shall apply to the total contract quantity.

(End of clause)

(FF7021)

F-6	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	OSC		

(End of Clause)

(FS7240)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 17 of 38
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Joint Munitions Command
ATTN: AMSJM-CCA-M/MARY HILL
Rock Island, IL 61299-6000

Email: hillm@osc.rmy.mil

2. Production Management

Joint Munitions Command
ATTN: AMSJM-CDB/MICHELLE VETTER
Rock Island, IL 61299-6000

Email: vetterm@osc.army.mil

3. Send additional copies to:

Commander
Naval Air Warfare Center
Weapons Division
Attn: Code 332200E
575 "I" Avenue, Suite 1
Point Mugu, CA 93042-5049

Email: villasenors@navair.navy.mil

(End of clause)

(HA6025)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 18 of 38
Name of Offeror or Contractor:		

H-2 242-1107(B) INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS JUN/1996
 DFARS REPORTS - AMMO (NAVY SPECIAL)

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

1. Purchasing Office:

Joint Munitions Command
 ATTN: AMSJM-CCA-M/MARY HILL
 Rock Island, IL 61299-6000

Email: hillm@osc.army.mil

2. Administration Office:

See Award Document

3. Production Manager:

Joint Munitions Command
 ATTN: AMSJM-CDB/MICHELLE VETTER
 Rock Island, IL 61299-6000

Email: vetterm@osc.rmy.mil

4. Additional Distribution:

Commander
 Naval Air Warfare Assessment Center
 Weapons Division
 ATTN: Code 332200E
 575 "I" Avenue, Suite 1
 Point Mugu, CA 93042-5049

Email: villasensors@navair.navy.mil

End of Clause)

(HA6027)

H-3 52.242-4506 PROGRESS PAYMENT LIMITATION MAR/1988
 OSC

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-4 52.245-4506 GOVERNMENT FURNISHED PROPERTY OCT/1994
 OSC

Schedule of Government Furnished Property

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015MOD/AMD	Page 19 of 38
--------------------	--	---------------

Name of Offeror or Contractor:

- (a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 008 of this document for use in the performance of this contract.
- (b) The property shall be delivered in accordance with the schedule set forth in attachment number 008 of this document.
- (c) If the property is not received in accordance with the schedule set forth in attachment number008 of this document, the Contractor shall immediately notify the Procuring Contracting Officer in writing.
- (d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-5	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		

- (f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(End of Clause)

(HA7502)

H-6	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

(End of clause)

(HA7503)

H-7	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	OSC		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 20 of 38
---------------------------	---	----------------------

Name of Offeror or Contractor:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 21 of 38
--------------------	---	---------------

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES (OCT 97) ALTERNATE I (OCT 97)	OCT/1997
I-16	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-19	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.222-38	COMPLIANE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-26	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-27	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-29	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-30	52.232-1	PAYMENTS	APR/1984
I-31	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-32	52.232-11	EXTRAS	APR/1984
I-33	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-34	52.232-17	INTEREST	JUN/1996
I-35	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-36	52.232-25	PROMPT PAYMENT	MAY/2001
I-37	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-38	52.233-1	DISPUTES	JUL/2002
I-39	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-40	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-41	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-44	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-45	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-46	52.248-1	VALUE ENGINEERING	FEB/2000
I-47	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-48	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-49	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-50	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-51	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-52	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 22 of 38
	PIIN/SIIN DAAA09-03-R-0015	MOD/AMD	

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
	DFARS		
I-53	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
I-54	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-55	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-56	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
	DFARS	GOVERNMENT OF A TERRORIST COUNTRY	
I-57	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
	DFARS		
I-58	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-59	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-60	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
	DFARS		
I-61	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-62	252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
	DFARS		
I-63	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
	DFARS		
I-64	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
	DFARS		
I-65	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-66	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-67	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
I-68	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-69	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-70	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
	DFARS		
I-71	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
I-72	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) AWARDED UNDER CLIN 001 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding GOVERNMENT ACCEPTANCE OF 16,000 MXU-735 SOLID NOSE PLUG by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 23 of 38
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Name of Offeror or Contractor:

Evaluated Option
(FOB DESTINATION - MCAAP, OK) \$_____ CLIN 001

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, or tooling costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-73 52.243-7 NOTIFICATION OF CHANGES JAN/2001

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with TEN (10) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within THIRTY (30) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-74 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 730 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 24 of 38
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Name of Offeror or Contractor:

(End of Clause)

(IF6070)

I-75 52.209-3 FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 89) - ALTERNATE I SEP/1989
(JAN 97)

(End of Clause)

(IF7019)

I-76 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-77 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS
(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAA09-03-R-0015 MOD/AMD</p>	<p>Page 25 of 38</p>
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Name of Offeror or Contractor:

Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-78	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-79	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	OSC		

(End of clause)

(IS7025)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	DD FORM 1423	13-MAR-03	007	EMAIL
Attachment 001	TECHNICAL DATA CDROM			MAIL
Attachment 002	DOCUMENT SUMMARY LIST			EMAIL
Attachment 003	ADDRESS LIST			EMAIL
Attachment 004	ADDRESS DISTRIBUTION LIST			EMAIL
Attachment 005	VALUE ENGINEERRING CHART			EMAIL
Attachment 006	DEFENSE PRIORITIES & ALLOCATION SYSTEMS FORM 715-3		002	EMAIL
Attachment 007	SF LLL		003	COURIER
Attachment 008	GFP (M548 BOX AND MK3 PALLET)		001	EMAIL
Attachment 009	QAP	01-MAY-02	011	EMAIL
Attachment 010	NOTICE OF REVISION		002	EMAIL
Attachment 011	ENGINEERING CHANGE ORDER		009	EMAIL
Attachment 012	REQUEST FOR DEVIATION		004	

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAA09-03-R-0015 MOD/AMD</p>	<p align="right">Page 27 of 38</p>
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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.209-7002 DFARS	DICLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1)	The North American Industry Classification System (NAICs) code for this acquisition is 332993.		
(2)	The small business size standard is 1500.		

- (b) Representations.
- (1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.
- (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.
- (5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6003)

K-5	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;"> PIIN/SIIN DAAA09-03-R-0015 MOD/AMD </p>	<p style="text-align: center;">Page 28 of 38</p>
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Name of Offeror or Contractor:

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____

_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(d) Taxpayer Identification Number (TIN).

() TIN:

() TIN has been applied for.

() TIN is not required because

() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

() Sole proprietorship

() Partnership

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government

() International organization per 26 CFR 1.6049-4;

() Other

(f) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

Name:

TIN:

(End of Provision)

(KF7043)

K-7 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

Name of Offeror or Contractor:

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(End of provision)

(KF7003)

K-8	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ()
are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()
has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-9	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

(End of provision)

(KF7035)

K-10	52.219-21	SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM	MAY/1999
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Name of Offeror or Contractor:

[Complete only if the Offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts).

(Check one of the following.)

Number of Employees	Average Annual	
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less	
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million	
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million	
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million	
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million	
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million	
<input type="checkbox"/> over 1,000	<input type="checkbox"/> over \$17 million	

(End of provision)

(KF7050)

K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984
The offeror represents that (a) it

- () has developed and has on file,
- () has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-13 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
DFARS

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 31 of 38
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Name of Offeror or Contractor:

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 32 of 38
---------------------------	--	----------------------

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a D0-A6 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)
(LF6008)

L-8	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Procuring Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Procuring Contracting Officer, Mary S, Adams, HQ OSC.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-9	15.305(A)(2)(II)	PAST PERFORMANCE INFORMATION	OCT/1997
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Offerors shall submit the following information as part of their proposal:

(A) A description of your government/commercial contracts received or performed during the past three years prior to the

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAA09-03-R-0015 MOD/AMD</p>	<p align="center">Page 33 of 38</p>
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Name of Offeror or Contractor:

initial closing date of this solicitation. Government Contracts are defined as those with the Federal government and agencies of state and local governments.

- (1) Name of contracting activity/commercial firm
- (2) Contract number
- (3) Contract type (fixed price or cost reimbursable)
- (4) Total contract value
- (5) Description of work/NSN, Part Number, Nomenclature
- (6) Contracting officer/contract manager and telephone
- (7) Administrative contracting officer, if different from (6), and telephone
- (8) A brief summary of each contract cited, addressing the following factors:

- (1) Past Performance
 - (a) On-Time Delivery
 - (b) Quality and/or Quality Program Problems
- (2) Technical Ability
 - (a) Critical Skills, Processes and Procedures
 - (b) Quality System
 - (c) Testing and Inspection
- (3) Price

(B) The following are the evaluation factors for award:

(1) Past Performance:

(a) On-Time Delivery: The offeror shall provide information regarding recent, relevant past performance in the areas of timeliness of deliveries. The offeror must provide information on deliveries made, deliveries scheduled to be made, and deliveries re-scheduled to be made during the 3-year period of recent past performance. Include all supporting information for verification purposes concerning all of these deliveries, even though this supporting information may fall outside of the 3-year period. The offeror should provide original contract schedule as well as actual deliveries. If there was a slippage, the offeror shall provide all pertinent information regarding the slippage. If the offeror accelerated deliveries or increased production rates to meet the Governments' needs, the offeror should describe how their delivery/performance exceeded contract delivery requirements. For verification purposes, offerors shall furnish a point of contact/name, phone number, contract number and dollar value of recent*, relevant** contracts.

* Recent is defined as occurring within the past three (3) years prior to the solicitation's initial closing date.

** Relevant is defined as having previously produced like or similiar items. Like or similiar items are defined as items that have been produced utilizing similar manufacturing processes, critical skills and unique techniques needed to produce the MXU-735. The Government reserves the right to determine whether an item is like or similiar and whether production quantities apply to the current requirement for evaluation purposes. Offerors shall provide a brief narrative explanation of how/why they believe the experience is relevant.

(b) Quality and/or Quality Program Problems: Offerors shall provide information on their recent and relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. Evidence of quality awards and/or quality certifications should be submitted for consideration. The Government will evaluate all quality issues which are discovered during the 3-year period of recent past performance, regardless of when the actual delivery was made. The offeror

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 34 of 38
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Name of Offeror or Contractor:

will be required to submit data explaining corrective/preventive actions that have been taken to improve their process(es) and/or resolve their quality problems. The offeror shall disclose information about previous Request for Waivers (RFWs), Request for Deviations (RFDs), Quality Deficiency Reports (QDRs), Corrective Action Requests (CARS), First Article Test failures, Lot Acceptance Test failures, and/or other product quality or Quality Program related problems. Offerors' submissions must be clear and concise when describing the deficiency and stating the corrective/preventive action, when it was implemented, and its effectiveness. Offerors shall also provide information regarding how well they worked with previous Government and technical representatives by providing a brief narrative about past experiences where his responsiveness, thoroughness and expertise were a significant factor in a problem's resolution. For verification purposes, offerors shall furnish a point of contact/name, phone number, contract number and dollar value relative to the examples provided.

(2) Technical Ability:

(a) Critical Skills, Processes and Procedures: Offerors shall provide information of their demonstrated ability to provide the technical expertise, equipment, processes and the personnel necessary to produce and delivery a quality product. The offeror may also provide evidence of related certifications, abilities, and/or capabilities that would enhance the technical expertise of the offeror. The offerors shall describe use of indicators and or metrics designed to provide feedback relating to the quality and conformance of the product to its design requirements. The offeror should address, at a minimum, their ability to assure process controls associated with the fabrication of the MXU-735 related to:

- (i) Forging, machining and surface finishes
- (ii) Heat treatment and hardening
- (iii) Application of required surface treatments, painting, and
- (iv) Nondestructive testing

Also, the offeror must demonstrate their understanding of the deliverable requirements, i.e., Contract Data Requirments List (CDRL) deliverables.

(b) Quality System: The offeror shall submit their General Quality Manual. The manual must demonstrate that the offeror's quality system meets the requirements of ANSI/ASQC Q9002. The offeror shall provide specific input/information describing how well they will comply with the requirements of the Quality Assurance Provisions (QAPs) of QAP 923AS148. The offerors shall describe use of indicators and or metrics designed to provide feedback relating to the quality and conformance of the product to its design requirements. The offeror shall also provide information relative to preventive action initiatives being implemented.

(c) Testing and Inspection: The offeror shall address their approach and their ability to meet and perform examinations and testing identified in the solicitation/technical data specifications, including, but not limited to, the First Article Test (FAT) and Lot Acceptance Test (LAT) requirements. The offeror shall also provide a time-phase schedule indicating the integration of inspection and testing requirements, procedures and plans, and primary raw material deliveries to meet the solicitation delivery requirements. The offeror shall provide information related to their equipment and techniques necessary to perform the tests and inspections, as well certifications and traceability of measurement standards for such equipment, where applicable.

(3) Price: The offeror shall submit a firm fixed price in Schedule B of the solicitation. Also, the offeror may submit a separate price for the evaluated option clause in Section I of the solicitation. If the offeror does not quote an option price, the lowest price, the lowest price offered/bid in the schedule for item 001 shall be the price used for evaluation/award of any option quantities. All evaluation factors, (total basic and option prices,) will be applied to determine total evaluated price.

(C) Information to be submitted: Offerors shall provide Best Value information by addressing each factor/sub-factor in the format and sequence identified in the solicitation. The offerors should provide information in sufficient detail to allow the Government to make best value assessment of the offerors past performance and technical abilities. Best Value data shall be submitted on 100MB disks, CD or (in hardcopy) an original and three copies.

(D) The offeror should provide information on problems encountered on the contracts identified in (a).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 35 of 38
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Name of Offeror or Contractor:

(E) Notice to Offerors: An award will be made to the offeror whose recent, relevant record of past performance, technical ability and price provide the Best Value to the Government. Recent is defined as occurring within the past three (3) years prior to the solicitation's initial closing date. Relevant is defined as having previously produced like or similar items. Like or similar items are defined as items that have been produced utilizing similar manufacturing processes, critical skills and unique techniques needed to produce the MXU-735. The Government reserves the right to determine whether an item is like or similar and whether production quantities apply to the current requirement for evaluation purposes. Offerors shall provide a brief narrative explanation of how/why they believe the experience is relevant. For the purposes of this acquisition, offeror is defined as prime contractor and/or key subcontractors identified by the prime contractor. Evaluation factors will be rated based on the circumstances and status of the offeror at the time of proposal submission. The Government reserves the right to use data other than that provided with the offeror's proposal (e.g. past customers and previous contracting officials).

The evaluation team may determine than an on-site visit or a Capability Study of the Offeror's facility (of those offeror's determined to be in the competitive range), may be necessary to obtain additional information; however, the competitive range shall include all of the most highly rated proposals unless the range is further reduced for purposes of efficiency.

(End of provision)

(LF6048)

L-10	52.211-4510	PARTNERING	AUG/2001
	AMC		

***The principal government representatives for this effort will be:

MARY C. HILL, CONTRACT SPECIALIST
MARY S. ADAMS, PROCURING CONTRACTING OFFICER

(End of Provision)

(LM6100)

L-11	52.211-4501	SINGLE PROCESSING INITIATIVES SAVINGS PROVISION	AUG/1999
	OSC		

(LS6040)

L-12	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of provision)

(LF7015)

L-13	52.212-4501	ELECTRONIC AWARD NOTICE	APR/2001
	OSC		

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 36 of 38
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Name of Offeror or Contractor:

they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov>/or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0015 MOD/AMD	Page 37 of 38
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

Award will be based upon the following evaluation factors:

- (1) Past Performance
 - (a) On-Time Delivery
 - (b) Quality and/or Quality Program Problems
- (2) Technical Ability
 - (a) Critical Skills, Processes and Procedures
 - (b) Quality System
 - (c) Testing and Inspection
- (3) Price

Evaluation Factors Ratings: The following relative rankings of the evaluation factors will be used in determining the Best Value selection:

- (1) Past Performance is approximately equal in importance with Technical Ability. Past Performance and Technical Ability together are slightly more important than Price.
- (2) Within Past Performance, the sub-factors "On-Time Delivery" and "Quality and/or Quality Programs problems" are of equal importance.
- (3) Within Technical Ability, the sub-factors "Critical Skills, Processes and Procedures", "Quality System" and "Testing and Inspection" are all of equal importance.
- (4) Price contains no sub-factors.

(End of Provision)

(MP6012)

M-3	15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997
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(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

Name of Offeror or Contractor:

- (1) Past Performance
 - (a) On-Time Delivery
 - (b) Quality and/or Quality Program Problems
- (2) Technical Ability
 - (a) Critical Skills, Processes and Procedures
 - (b) Quality System
 - (c) Testing and Inspection

(3) Price

(End of Provision)

(MF6025)

M-4 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION
DFARS

MAR/1998

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

* * *

(End of provision)

(MA7700)